

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD**

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: Government of the District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration (Bid Room) 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024		2. PAGE OF PAGES: 1 OF 56	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: CFSA-09-R-0002	
		5. DATE ISSUED: September 30, 2009	
		6. OPENING DATE/CLOSING DATE & TIME: September 30, 2009 /October 30, 2009 2:00 PM (EST) local time	
7. TYPE OF SOLICITATION: <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"			

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **CLOSING DATE – October 30, 2009 @ 2:00 PM (EST)**
CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION CALL	NAME: Patricia Lewis-Miller Contract Specialist	TELEPHONE NUMBER: (202) 724-7207	B. E-MAIL ADDRESS: patricia.lewis-miller@dc.gov
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OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO:		DATE:	
14. NAME AND ADDRESS OF OFFEROR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)			
14A. TELEPHONE NUMBER:			15A. SIGNATURE:		15B. OFFER DATE:	
AREA CODE:	NUMBER:	EXT:				

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Tara Sigamoni		19. CONTRACTING OFFICER SIGNATURE:	
		20. AWARD DATE:	

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia on behalf of Child and Family Services (the District) is seeking a contractor to develop and implement processes which will improve the CFSA's provision, claiming and compliance with Medicaid Health and behavioral health services and Targeted Case Management, and Title IV-E Foster Care and Adoption Assistance.

B.2 The District contemplates award of a firm fixed price (FFP) contract for CLINS 001 – to 004 and may issue FFP task orders for as needed services during the course of the contract period.

B.3 Price Schedule

Base Year

<i>ITEM NO.</i>	<i>SUPPLIES/SERVICES</i>	<i>UNIT</i>	<i>MAXIMUM UNITS</i>	<i>UNIT PRICE</i>	<i>CEILING CONTRACT AMOUNT</i>
<i>0001</i>	<i>Deliverable 1</i>	<i>Lot</i>		\$ _____	\$ _____
<i>0002</i>	<i>Deliverable 2</i>	<i>Lot</i>		\$ _____	\$ _____
<i>0003</i>	<i>Deliverable 3</i>	<i>Lot</i>		\$ _____	\$ _____
<i>0004</i>	<i>Deliverable 4</i>	<i>Lot</i>		\$ _____	\$ _____
<i>0005</i>	<i>Deliverable 5</i>	<i>Lot</i>		\$ _____	\$ _____
<i>0006</i>	<i>Deliverable 6</i>	<i>Lot</i>		\$ _____	\$ _____
<i>0007</i>	<i>Deliverable 7</i>	<i>Lot</i>		\$ _____	\$ _____
<i>0008</i>	<i>Senior Manager</i>	<i>Hours</i>	2080	\$ _____	\$ _____
<i>0009</i>	<i>Project Manager</i>	<i>Hours</i>	2080	\$ _____	\$ _____
			TOTAL		\$ _____

Option 1

<i>ITEM NO.</i>	<i>SUPPLIES/SERVICES</i>	<i>UNIT</i>	<i>MAXIMUM UNITS</i>	<i>UNIT PRICE</i>	<i>CEILING CONTRACT AMOUNT</i>
1001	Ongoing Support	Lot		\$ _____	\$ _____
1002	Project Manager	Hours	2080	\$ _____	\$ _____
1003	Functional Area Expert	Hours	2080	\$ _____	\$ _____
			TOTAL		\$ _____

*****END OF SECTON B *****

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Child and Family Services Agency (CFSA) is seeking the services of a contractor to develop and implement processes which improve the CFSA's provision, claiming and compliance with Medicaid Health and behavioral health services and Targeted Case Management, and Title IV-E Foster Care and Adoption Assistance. The Contractor shall provide technical assistance and collaborative efforts to all CFSA program areas including child protective services, program operations, license and monitoring, community services and providers, and business services, to enhance compliance with federal regulations and documentation of services for a stronger federal claiming operation. The Contractor shall develop a cost based rate methodology for both health and behavioral health services and targeted case management, and assist the CFSA with acquiring Centers for Medicare and Medicaid Services (CMS) approval. The Contractor shall be responsible for the development, federal approval and implementation of a Cost Allocation Plan and time study, including rate setting and allocation of costs for health and health and behavioral health services. In addition, the Contractor shall assist CFSA with its response to and corrective actions associated with DHCF FY04 and FY05 Medicaid Cost Report audit disallowances, and potential disallowances resulting from the FY06 and FY07 audits.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	
1	HIPAA Regulations	Health Insurance Portability and Accountability Act	
2	Social Security Act	TITLE IV-E	
3	Code of Federal Regulations	45 CFR 1356: Requirements Applicable to Title IV-E	
4	State Plans	District of Columbia Title IV-E State Plan	

C.1.2 DEFINITIONS

C.1.1 Cost Allocation Plan – Cost Allocation is the method for determining how costs associated with system development are shared across different programs or funding sources. Factors to consider when developing a cost allocation methodology include analyzing system data elements; evaluating the specific functions to be programmed into the system; examining the caseloads of the programs to be served; and projecting the level of effort in the design or programming activity.

C.1.2 Random Moment Time Study – Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Tribal Governments, requires that when an employee's time is devoted to more than one federal and/or state program, the cost of the employee charged to each program must be documented by a time report or other approved method that provides an equitable allocation of cost. RMTS is a:

(1) statistical tool for estimating the distribution of employee time to estimate the total distribution of employee time District-wide to document and support claims for federal matching funds; and

(2) survey of random responses from sampled employees identifying the task engaged in at a specific date and time.

C.1.3 Eligibility Determination – A process required to establish the eligibility of children in the placement and care of CFSA through a systematic review of each case’s adherence to specific Title IV-E criteria set forth in federal regulations and local legislation, regulations, and Agency policy as compiled in the District of Columbia Title IV-E State Plan. This process involves an eligibility determination entered in FACES, supplemented by supporting hard copy documentation.

C.1.4 Foster Care – 24-hour substitute care for children placed away from their parents or guardians and for whom CFSA has responsibility for placement and care. Under an open-ended entitlement program, federal reimbursement to states is available for a portion of the costs of children determined to be eligible who are placed in out-of-home care under the responsibility of CFSA pursuant to a court order or voluntary placement agreement.

C.1.5 Adoption Assistance – A subsidized adoption program which provides subsidies to adoptive parents to encourage the adoption of special needs children in foster care. The program was created to ensure that special needs children who are difficult to place in adoptive homes do not remain in foster care solely for financial reasons.

C.2 BACKGROUND

C.2.1 CFSA is charged with protecting children and youth from abuse and neglect, while ensuring a safe, permanent placement for those removed from their homes that can effectively support them. Many of the services required to meet this charge, including but not limited to room and board payments, social work interventions, case management services, rehabilitation services, and adoption assistance are reimbursable through Medicaid (Targeted Case Management and Health and behavioral health services) and Title IV-E (Foster Care and Adoption Assistance). In order to claim reimbursement for the associated costs for these services, CFSA must document the child’s eligibility for such services and submit a claim in the appropriate format.

C.2.2 While CFSA continues to claim Title IV-E foster care and adoption assistance, the Agency has temporarily suspended its Medicaid claiming operations. In an effort to correct systemic claiming challenges such as rate setting and documentation, the Agency has collaborated with the Department of Health Care Finance (DHCF) to restructure its Medicaid service delivery and claiming system. This initiative will result in improved service delivery to children, strengthened documentation of the provision of those services, and audit-proof quality claiming of Medicaid services. As part of this restructuring, DHCF engaged with The George Washington University to review and evaluate CFSA’s Medicaid service operations and recommend the best course of action for the Agency which would enhance service delivery, maximize revenue, and ensure compliance to federal (and local) regulations. In addition, CFSA,

with the assistance of the Casey Foundation, examined the Agency's overall service delivery and claiming of all federal programs, which resulted in a number of recommendations for both Medicaid and Title IV-E service provision and revenue generation.

C.3 Medicaid, Title IV-E Foster Care and Adoption Assistance

- C.3.1 CFSA provides Foster Care services to approximately 4,250 children – approximately 2,150 children receive out-of-home Foster Care services and more than 2,100 children receive in-home services. In addition, CFSA makes Adoption Assistance payments to approximately 2100 children. The documentation required to conduct eligibility determinations for Foster Care and Adoption Assistance is maintained in a hardcopy, paper file by CFSA or its agents and the Superior Court for the District of Columbia and in the Agency's State Automated Child Welfare Information System (SACWIS) referred to as FACES. On a quarterly basis, CFSA submits a claim to the Department of Health and Human Services (DHHS) Administration for Children and Families (ACF) for reimbursement of associated costs under Title IV-E for the eligible cases. CFSA may not include in the claim those cases for which an eligibility determination has not been made or those cases that have been determined ineligible.
- C.3.2 On average, there were approximately 995 children receiving Medicaid health and behavioral health services and approximately 2100 children receiving Medicaid targeted case management. Targeted Case Management is provided by licensed social workers and the services consist primarily of client intake, assessment, case planning, monitoring and service coordination, and case plan reassessments. Documentation to support the eligibility of each child receiving Medicaid reimbursable services is maintained in the Medicaid Claiming Unit's Medicaid Documentation case file, which is comprised of documentation from the social worker case record, private agency case record, Office of Clinical Practice medical records, and core service agency documentation. In addition, documentation to support Medicaid services (primarily targeted case management) is located in the electronic database referred to as FACES. When Medicaid claiming is/was operational, on a monthly, basis data is uploaded from FACES into a third party billing system, which verifies Medicaid eligibility status, service, and payment. The data is transformed into an appropriate electronic billing formatted claim. The claim is submitted to the District's fiscal intermediary. CFSA's billing agent reconciles and reports on claims paid, denied and suspended.

C.4 REQUIREMENTS

C.4.1 Medicaid Health and behavioral health services and Targeted Case Management

C.4.1.1 The Contractor shall analyze all existing Medicaid cost report audits and assist the Agency in preparing a response, establishing a position, and designing a strategy which will result in reduced disallowances. The Contractor shall also develop a corrective action plan which is compliant with to Centers for Medicare and Medicaid Services (CMS) and DHCF regulations.

C.4.1.2 The Contractor shall conduct a feasibility study on retroactively claiming FY07 and FY08 case management costs to Title IV-E in an effort to reduce the anticipated disallowance associated with TCM claims for those audit years. If feasible, the Contractor shall design a strategy to implement this retroactive claim.

C.4.1.3 The Contractor shall develop and implement a discrete service reimbursement rate methodology for the Medicaid health and behavioral health services with an established fee schedule for each discrete unit of service delivered, as well as a process for updating rates annually. The Contractor shall assist CFSA in obtaining CMS approval of the rate methodology.

C.4.1.4 The Contractor shall develop and assist with implementing the service delivery and documentation infrastructure to support and maximize federal claiming, particularly for Medicaid services and Title IV-E foster care.

C.4.1.5 The Contractor shall assist CFSA with training approximately 400 social workers and contracted provider staff on Medicaid and Title IV-E service provision and documentation requirements to ensure compliance with federal and local regulations.

C.4.2 Title IV-E Foster Care and Adoption Assistance

C.4.2.1 The Contractor shall review the District of Columbia Title IV-E State Plan, District of Columbia Municipal Regulations, and all applicable Federal and State laws related to foster care and adoption assistance, and clearly identify areas that could be subject to amendments and modifications which will improve federal claiming of both maintenance and administrative costs, without reducing service quality.

C.4.2.2 The Contractor shall analyze CFSA's current Title IV-E claiming operations and assist the Agency in automating more of the Title IV-E claiming functions (including eligibility determinations, Penetration Rate calculations, and provisions of recent federal legislation).

C.4.2.3 The Contractor shall collaborate with CFSA to improve or strengthen the following areas which impact Title IV-E claiming maintenance and administrative claiming: foster home licensing, penetration rates, "Non-Personnel Service" cost build-up, 3rd Party clients; requirements/opportunities associated with new federal legislation (Fostering Connections); IV-E State Plan Amendments; claiming of "pre-placement" (Candidate) costs; FACES programming and data integrity; and enhanced rate "training" costs.

C.4.3 Cost Allocation Plan

C.4.3.1 The Contractor shall rewrite the CFSA Cost Allocation Plan and ensure that it meets federal standards (during the contract engagement), captures all reimbursable activities and costs, and maximizes federal revenue reimbursement.

C.4.4 Random Moment Sample or Time Study

C.4.4.1 The Contractor shall redesign and implement the CFSA time study form and process for both CFSA employees and contractors, and ensure that it maximizes federal revenue reimbursement.

C.4.4.2 The Contractor shall evaluate CFSA's current time study data capturing protocol and instrument distribution and retrieval process and modify or redesign as appropriate.

C.4.4.3 Conduct time study training for CFSA and contracted provider personnel, including social workers, nurse care coordinators, foster parents and other pertinent personnel using new time study activity codes.

C.4.5 General

C.4.5.1 The Contractor shall develop and retain a database with all critical data elements (i.e. name, social security number, client ID, case ID, DOB, service date, provider of service, service type, cost of service) necessary for both Medicaid and Title IV-E for a minimum of two years in a readily available and accessible electronic format.

C.4.5.2 The Contractor shall participate in meetings and conference call as required by CFSA.

C.4.5.3 For activities that might arise, outside the scope of work enumerated herein, the District will provide the Contractor with a comprehensive scope of work. The Contractor shall provide a price for the new task to include, at a minimum, the labor category and labor hours for each labor category and the time required to complete the activity. The District and the Contractor may negotiate and come to an acceptable price and time agreement. Upon completion of this negotiation, the District will issue a Firm Fixed Price Task Order. If the District and the Contractor fail to reach an agreement the District will have the option to openly compete for these services.

C.4.6 On-Going Support.

C.4.6.1 The Contractor shall provide the necessary services and technical assistance to ensure the successful implementation of all of the requirements of the contract, specifically the corrective action plan (C.4.1.1), the implementation of the service delivery and documentation infrastructure, (C.4.1.4), automation of IV-E claiming operations (C.4.2.2), and the redesigned CFSA times study.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

*****END OF SECTON D *****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

E.2 QUALITY CONTROL

The Contractor is responsible for controlling the quality of services, and ensuring that services conform to the requirements of the contract. The Contractor shall establish procedures and processes including, but not limited to, inspections to ensure that all contract requirements are met.

*****END OF SECTON E *****

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of *one (1) year* from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1 The District may extend the term of this contract for a period of one, six (6) month option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the contract.
- F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year and six (6) months.

F.3 DELIVERABLES

Project Schedule/Deliverables

- F.3.1 Within 7 days of the execution of the Contract that shall result from this solicitation, the Contractor shall submit a detailed work-plan that demonstrates a commitment to meeting the following project schedule. The timeframe for this project is critical to ensure a continuation of CFSA's timely completion and submission of Title IV-E maintenance and administrative claims to DHHS ACF, restart of Medicaid claiming and the subsequent recovery of federal revenue. The following schedule outlines the completion dates for tasks identified in this project:
- F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

DELIVERABLE #1 – Status Review, Analysis, Reports and Action Plans: due within 30 days of award date.

Project plan delivered to CFSA within seven (7) days of award.

Complete evaluation and report on CFSA Community Services provider monitoring operations, and examine, and modify as necessary, all vendor contracts in which medical

billing is expected to occur, particularly contracted foster care services (including congregate care and specialized foster home contracts or scopes of work. – Within 30 days of award.

Complete analysis, report and recommendations on Agency Fiscal Office billing operations and FACES functionality in connection to provider invoicing and payments, and federal reimbursement, and create vendor billing verification system. Coordinate implementation of approved recommendations. – Within 30 days of award

Monthly meeting with CFSA management. - Within 30 days of award date to be held the first Monday of every month.

Monthly Report detailing completed tasks, findings, recommendations, and next steps. – Within 30 days of award date.

DELIVERABLE #2 – Redesign of CAP and Time Study: due within 60 days of award date.

Redesign Time Study – Within 60 days of award date.

Redesign Cost Allocation Plan; examine cost pool construction and calculation of penetration rate. – Within 60 days of award date.

Monthly Report detailing completed tasks, findings, recommendations, and next steps. – Within 60 days of award date.

Monthly meeting with CFSA management the first Monday of every month. – Within 60 days of award date.

Develop congregate care cost reporting and time study system. – Within 60 days of award date.

DELIVERABLE #3 – Policy Analysis and Revenue Projections: due within 3 months of award date.

Review, and modify as necessary, targeted case management and health and behavioral health services policy and procedures, and coordinate Agency/system-wide implementation, to include private providers. – Within 60 days of award date.

Submission of current and future revenue estimates based on accomplishments to date and successful implementation of recommendations and policies and procedures. – Within 90 days of award date.

Monthly Report detailing completed tasks, findings, recommendations, and next steps. – Within 90 days of award date.

Monthly meeting with CFSA management the first Monday of every month. – Within 90 days of award date.

DELIVERABLE #4 – Rate Setting Methodology: due within 5 months of award date.

Develop Medicaid Health and behavioral health services Option cost based rate setting methodology with an established fee schedule for each discrete unit of service delivered, as well as a process for updating rates annually. – Within 150 days of award date.

Develop targeted case management rate calculation and a process for updating rates annually. – Within 120 days of award date.

Monthly Report detailing completed tasks, findings, recommendations, and next steps. – Within 120 days of award date.

Monthly meeting with CFSA management the first Monday of every month. – Within 120 days of award date.

DELIVERABLE #5 – Medicaid Administration and Cost Reports: due within 6 months of award date.

Develop interagency agreement between CFSA and DHCF to facilitate Medicaid administrative claiming. – Within 100 days of award date.

Establish Medicaid administrative billing for both medical professionals and other staff providing health related functions. – Within 110 days of award date.

Assist CFSA in preparing for the FY08 Medicaid Cost Report Audit. – Within 90 days of award date.

Complete the CFSA Medicaid cost report for FY09. – Within 120 days of award date.

Monthly Report detailing completed tasks, findings, recommendations, and next steps. – Within 150 days of award date.

Monthly meeting with CFSA management the first Monday of every month. – Within 150 days of award date.

DELIVERABLE #6 – Time Study and Program Operations Training and Implementation: due within 7 months of award date.

Conduct time study training for CFSA and contracted provider personnel, including social workers, foster parents and other pertinent personnel using new time study activity codes. – Within 120 days of award date.

Implement new time study for CFSA and contracted provider personnel, including social workers, foster parents and other identified pertinent personnel. – Within 150 days of award date.

Implement new time study for CFSA care coordination program. – Within 120 days of award date.

Monthly Report detailing completed tasks, findings, recommendations, and next steps. – Within 180 days of award date.

Monthly meeting with CFSA management the first Monday of every month. – Within 180 days of award date.

Develop training modules focused on case plan development, case documentation, and FACES data entry to ensure documentation supportive of Medicaid targeted case management and health and behavioral health services. – Within 160 days of award date.

Conduct training focused on case plan development, case documentation, and FACES data entry to ensure documentation supportive of Medicaid targeted case management and health and behavioral health services. – Within 180 days of award date.

DELIVERABLE #7 - Review of Audit Findings, Recommendations and Action Plan:
due within 9 months of award date.

Review audit findings, review audit standards used during audit vs. federal requirements, and review a sample of targeted case management and rehabilitative service cases to determine how standards were applied and if documentation was present. – Within 200 days of award date.

Complete plan of action for CFSA on negotiations with DHCF and CMS on disallowances. – Within 120 days of award date.

Monthly Report detailing completed tasks, findings, recommendations, and next steps. – Within 210 days of award date.

Monthly meeting with CFSA management the first Monday of every month. – Within 210 days of award date.

GENERAL DELIVERABLES: The Contractor shall submit the database to CFSA at the end of the contract term.

By the 15th of each month, the Contractor shall issue a report in a format approved by CFSA detailing real-time project status, program issues, summary of progress, staffing updates, and status of deliverables developed for each objective.

The Contract shall participate in meeting and conference calls as required by CFSA.

*****END OF SECTION F *****

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.1.3** The District shall withhold 15 % of the total contract value or the value of Deliverable No. 7, whichever is greater until the Division of Cost Allocation's successful approval of the CFSA cost allocation plan.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Agency Fiscal Officer (AFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the AFO is:

**Office of the Chief Financial Officer
Child and Family Services Agency
400 6th Street SW, 2nd Floor
Washington, DC 20024
cfsa.accountspayable@dc.gov**

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 In accordance with the Quick Payment Act, D.C. Official Code section 2-221.02, payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in section B.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
955 L'Enfant Plaza SW
North Building, Suite 5200
Washington, DC 20024
Telephone: (202) 724-5300

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: John Simmons
Title: Administrator, Business Services Administration
Agency: Child and Family Services Agency
Address: 400 6th Street, SW,
5th Floor
Washington, DC 20024
Telephone: 202-727-7805

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

*****END OF SECTION G *****

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.1.1 The Contractor shall be bound by the Wage Determination (2005-2103, *Revision No.:8, Dated 05/26/09*, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.2.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.2.2 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.2.3 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

H.4.1 The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor

for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 DISTRICT RESPONSIBILITIES

(a) CFSA shall notify Contractor of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

(b) CFSA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.

(c) CFSA shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

H.9.1 Permissible Requests by CFSA

CFSA shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

H.9.2 Term and Termination

(a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Contractor, or created or received by Contractor on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Contractor, CFSA shall either:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate the Contract if Contractor does not cure the breach or end the violation within the time specified by CFSA;
- (2) Immediately terminate the Contract if Contractor has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
- (3) If neither termination nor cure is feasible, CFSA shall report the violation to the Secretary.

(c) Effect of Termination.

- (1) Except as provided in Section H.9, upon termination of the Contract, for any reason, Contractor shall return or destroy all Protected Health Information received from CFSA, or created or received by Contractor on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

H.9.3

Miscellaneous

- (a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. **The respective rights and obligations of Contractor under Section H.6 of this Clause and Sections 6 and 16 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.**

(d) Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

*****END OF SECTION H*****

(State any responsibilities of the District relative to the requirement set forth in this solicitation, if any, such as office space, equipment, eligibility determination.)

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 The Contractor's obligations as outlined in this SOW shall extend through the successful implementation of all tasks processed through the end of the contract term. These obligations shall be effectuated by utilizing a Warranty/Guarantee stipulation obligating the successful Respondent to CFSA as part of the Contract resulting from this solicitation.

H.10.2 Data and documents gathered and obtained are owned the District and shall be returned to the District at the expiration of the contract or in the event that the contract is terminated.

H.11 HIPAA PRIVACY COMPLIANCE

H.11.1 Definitions

H.11.1.1 "Business Associate" shall mean the Center for the Study of Social Policy

H.11.1.2 "CFSA" shall mean the District of Columbia, Child and Family Services Agency

H.11.1.3 (a) "Designated Record Set" means a group of records maintained by or for CFSA that is:

(i) The medical records and billing records about individuals maintained by or for a covered health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.

(b) For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

H.11.2 Obligations and Activities of Business Associate

H.11.2.1 Contractor is hereby designated by CFSA as a "Business Associate" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) and its implementing regulations. CFSA is a "Covered Entity" for purposes of HIPAA.

H.11.2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.

- H.11.2.3** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- H.11.2.4** Business Associate agrees to mitigate, to the extent practicable, any harmful affect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- H.11.2.5** Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- H.11.2.6** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- H.11.2.7** Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- H.11.2.8** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- H.11.2.9** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- H.11.2.10** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.11.2.11** Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.11.3** Permitted Uses and Disclosures by Business Associate
- H.11.3.1** Refer to underlying services agreement: Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to

perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.

H.11.3.2 Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

H.11.3.3 Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

H.11.3.4 Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 45 CFR 164.504(e)(2)(i)(B).

H.11.3.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

H.11.4 Obligations of CFSA

H.11.4.1 CFSA shall notify Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

H.11.4.2 CFSA shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

H.11.4.3 CFSA shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

H.11.5 Permissible Requests by CFSA

H.11.5.1 CFSA shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

H.11.6 Term and Termination

H.11.6.1 Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Business Associate, or created or received by Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

H.11.6.2 Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Business Associate, CFSA shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by CFSA;

(b) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(c) If neither termination nor cures are feasible, CFSA shall report the violation to the Secretary.

H.11.7 Miscellaneous

H.11.7.1 Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

H.11.7.2 Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

H.11.7.3 Survival. The respective rights and obligations of Business Associate the Clause and Provisions 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.

H.11.7.4 Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

***** End of Section H *****

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation

or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS:

A. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.2 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured, and a waiver of subrogation.

- I.8.3** Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.8.4** Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- I.8.5** Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.
- I.8.6** Workers' Compensation Insurance.
- I.8.6.1** Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.7** Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$ 500,000 for policy disease limit.
- I.9** Professional Liability Insurance (Architect & Engineers). The contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omissions) to cover liability resulting from any error or omission caused by the performance of professional services this contract.
- The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate fore ach wrongful act.
- The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its contractors of every tier, and shall identify the District as the Project Owner on the policy.
- B. DURATION. The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.10 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.11 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

***** END OF SECTION I *****

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No.: 2005-2103, Revision.: 8, Date of Revision 05/26/09

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.*)

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

J.2.6 Past Performance Evaluation

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will

not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;
or

- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

******* END OF SECTION K*******

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award single contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PRE-PROPOSAL CONFERENCE

L.1.2.1 A pre-proposal conference will be held at 11:00 A.M. on October 14, 2009 at the Child and Family Services Agency, 955 L'Enfant Plaza, SW., Suite 5200, Washington, D.C. 20024. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors list as having received a copy of the solicitation. Answers will be posted on the CFSA website at www.cfsa.dc.gov.

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. [CFSA-C-10-0034](#)

L.3.1 Offerors are directed to the specific proposal evaluation standards and factors found in Section M.5 and M.6 of this solicitation, **EVALUATION STANDARDS AND EVALUATION FACTORS**. The Offeror shall respond to each standard in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of

program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3.2 Technical Proposal (not exceed 50 pages)

Technical proposals must provide a detailed description of how the Offeror intends to accomplish the tasks and meet the standards set forth in this RFP. The technical proposal must clearly indicate how the Offeror would proceed if awarded the contract.

L.3.2.1 The Offeror shall include the following components in the Technical Proposal:

The submission of each Offeror's Proposal shall include a plan to perform the implementation of a Medicaid services delivery and claiming system which complies with local and federal regulations and a detailed description of how the offeror intends to develop and implement a CMS approved reimbursement for Medicaid services. The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake this project in conformity with requirements and time constraints of this solicitation. The Technical Proposal must demonstrate a clear understanding of the requirements of this solicitation along with demonstrating the qualifications, experience and expertise of the Offeror and their associated staff to be assigned to this project. The Technical Proposal should address all of the points outlined in this solicitation specifically as depicted below.

L.3.2.1.1 The Offeror shall provide evidence of demonstrated ability to perform tasks identifying years of experience in performing tasks of a similar nature and along with submitting resumes and professional certification of key personnel being assigned to this project.

L.3.2.2 The technical proposal must be organized as follows:

L.3.2.2.1 Executive Summary (not to exceed 5 pages): Provide an overview of the technical approach. Clearly include any assumptions made in responding to the RFP and any exceptions made in the offer. The executive summary also must identify any uncertainties and briefly explain how the Offeror intends to address those uncertainties.

L.3.2.2.2 Clear methodology for successfully accomplishing each task.

L.3.2.2.3 Contingencies the contractor foresees in successfully accomplishing each task and how those contingencies can be mitigated.

L.3.2.2.2 Staffing:

The Staffing section of the technical proposal must clearly describe how the Offeror intends to staff all of the tasks set forth in the RFP and how the Offeror intends to manage staff and information to ensure that work is completed to the performance standards set forth in this RFP. If subcontractors are used, the staffing/management

proposal must describe how the offeror intends to manage and provide oversight of all subcontractor activities.

An organizational chart showing the names and positions of offeror's employees who will provide or contribute to the services being performed under resultant contract.

The reporting, lines and accountability among offeror's staff and sub-contractors as applicable.

L.3.2.2.2.1 The Offeror should identify key personnel. At a minimum, offerors must identify:

L.3.2.2.2.1.1 The overall project manager, including a resume;

L.3.2.2.2.1.2 The key personnel responsible for each task area set forth in Section C of this RFP, including names, title, resume and brief summaries of relevant experience; and

L.3.4.5.3.1.3 Name and description of any proposed subcontracting firms, including key personnel, contact information, expertise provided to the project and relevant experience. A copy of the proposed sub-contracting agreement should be provided.

L.3.4.5.3.1.4 The names and resumes of the individuals proposed to provide services under CLINs 0008 and 0009.

L.3.3 Experience and Past Performance

L.3.3.1 The Offeror must submit information describing its experience and past performance. Offerors shall provide a minimum of four current references for similar type services. The Offeror shall include a detailed description of performance on projects of similar size and complexity including an overview of the project, tasks performed and name and contact information of the client.

L.3.3.2 A brief description of the relevant technical or task-specific experience, including the project budget and period of performance for the project;

L.3.3.3 A brief description of the relevant program management experience; and

L.3.3.4 An identification of the client and a point of contact that may be used as a reference.

L.3.4 Other required Documentation: Offerors must submit with their technical proposal a Conflict of Interest statement. The District will award contracts only to those Offerors whose objectivity is not impaired because of any related task, present, or planned interest, financial or otherwise, in organizations regulated by the District or in organizations whose interest may substantially be affected by District activities. Based on this policy:

L.3.4.1 Offerors shall describe, in a concise manner, all past, present or planned organization, financial, contractual or other interests with organizations regulated by the District or with organizations whose interest may be substantially affected by District activities and which is related to work under this solicitation. The interest described shall include those of the Offeror, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interests will be limited to within one year of the

date of the Offeror's Technical Proposal. Key personnel, for the purpose of this section only, shall include any person owning more than 20% interest in the Offeror, and shall also include the Offeror's corporate officers, its senior managers, and any employee responsible for making a decision or taking an action in this contract that could have an economic or other impact on the interest of a regulated or affected organization.

- L.3.4.2** Offerors shall describe why in light of any interest identified above, the Offeror shall submit, in its proposal, that to its best knowledge and beliefs, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

L.4 Price Proposal

- L.4.1** The Offeror shall submit the price proposal consisting of the price schedule contained in Section B. In addition, the Offeror shall include a narrative stating the material assumptions utilized in developing its price proposal. The Offeror shall also provide supporting detail on its price submission for each CLIN which includes a break-down of the Offeror's price by major cost category, including, but not limited to, labor, overhead, travel, subcontractor, equipment, materials, supplies, general and administrative expenses and profit.

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.5.1 Proposal Submission

Proposals must be submitted no later than **2:00 p.m., October 30, 2009**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.5.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.5.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.5.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.5.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **October 16, 2009 or (N/A) days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received after October 16, 2009 or less than *(N/A)* days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.7 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Child and Family Services Agency, 955 L'Enfant Plaza, S.W., Suite 5200, Washington, D.C. 20024, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Child and Family Services Agency of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Child and Family Services Agency that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.8.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.9 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.10 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next

closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.11 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.13 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.14 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.15 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.16 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be to:

*Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Address: 955 L'Enfant Plaza SW
Suite 5200, 5th Floor
Washington, DC 20024
Telephone: (202) 724-5300*

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of offeror;

L.19.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.19.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.20 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.21 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.21.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.21.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.21.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.21.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.21.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.21.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.21.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.21.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

******* END OF SECTION L*******

SECTION M - EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.2.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.2.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.2.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.2.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.2.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.2.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.2.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.2.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.2.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.2.5 Vendor Submission for Preferences

M.2.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.2.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.2.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.3 EVALUATION OF OPTION YEARS

The District shall evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years.

M.4 TECHNICAL RATING

M.4.1 The Offeror's proposal response for each technical factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical rate scale is shown below:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.4.2 The Technical Rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score shall be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of zero (0) to forty (40) points, utilizing the Technical Rating Scale above, the district evaluates the Offeror's response as "Good", the score for that evaluation is 4/5 of 50 or 32.

Past Performance Attachments

- a. List the following information for contracts and subcontracts under which Offeror has performed work similar in size and scope as those described in C.:
 1. Name of contracting activity;
 2. Contract number;
 3. Contract type;
 4. Contract duration (or Period);
 5. Total contract value;
 6. Description of work performed;
 7. Contracting Officer's Name, Address and Telephone;
 8. Project Manager's Name, Address and Telephone;
- b. Offeror shall request that each business reference listed complete the Past Performance Evaluation Form provided as Attachment J.2.6 and submit to

the contact person identified on page 1 prior to the closing date established for the solicitation.

A past performance evaluation form must be complete from the corporate perspective and for each individual listed as key personnel.

M.5 EVALUATION STANDARDS

M.5.1 Technical Expertise:

This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the qualifications and expertise of the offer are proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

M.5.2 This factor also encompasses the offeror's technical capacity to perform the required services as described in C.4, including the offeror's ability to analyze all existing Medicaid cost report audits and assist the CFSA in preparing a response, develop a corrective action plan which is compliant with CMS and DHCF regulations, review the District of Columbia Title IV-E State Plan, rewrite the CFSA Cost Allocation Plan and redesign and implement the CFSA time study form. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The standard has been met when the offeror provides a detailed narrative that describes previous work performed of the same or highly comparable nature to include the projects duration and size in terms of dollar value and scope.

M.5.3 Technical/Develop and execute a work plan Approach

M.5.3.1 The Offeror shall demonstrated the ability to develop and execute a work plan to perform the implementation of a Medicaid service delivery and claiming system which is in compliance with local and federal regulations, and includes the development and implementation of a CMS-approved discrete service reimbursement rate methodology for Medicaid services, including but not limited to Targeted Case Management and Health and Behavioral Health Services, the ability to develop and implement a Division of Cost Allocation (DCA) approved Cost Allocation Plan and Random Moment Sample or Time Study , the ability to develop and execute a work plan to enhance Title IV-E Foster Care and Adoption Assistance claiming and reimbursement operations which result in increased compliance with the Administration for Children and Families (ACF) and enhanced claiming, identifying years of experience in performing tasks of a similar nature. In addition, the Offeror shall submitted resumes and professional certificates of key personnel being assigned to these projects.

M.5.3.2 The standard is met when the offeror:

- M.5.2.2.1** Presents a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner awareness the scope and complexity of services to be provided;
- M.5.2.2.2** Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the Administration to be served, and recognizing and addressing potential issues associated with performing the services;
- M.5.2.2.3** Identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rational for the expected benefits to be derived from the features; and

M.5.3 Management Approach

- M.5.3.1** This factor considers the management approach proposed the offeror to perform the District's requirements and described in Section C of this solicitation. This factor encompasses all components of the offeror's management and staffing plans including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, the offeror's plan for conducting the tasks (analyze all existing Medicaid cost report audits and assist CFSA in preparing a response, review the District of Columbia Title IV-E State Plan, rewrite the CFSA Cost Allocation Plan and ensure that it meets federal (during the contract engagement, redesign and implement the CFSA time study form and process for both CFSA employees and contractors, and ensure that it maximizes federal revenue reimbursement.
- M.5.3.2** The standard has been met when the offeror:
 - M.5.3.2.1** Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
 - M.5.3.2.2** Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;
 - M.5.3.2.3** Describes techniques, processes, and tests in the offeror's ability to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;

M.5.4 Past Performance

M.5.4.1 This factor considers the Management Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror's proposed management plan, to ensure that it can efficiently and effectively manage the contract. This factor considers the offeror's plan for providing staff and management support with the experience and ability to ensure all tasks have been completed to the performance standards set forth in this solicitation.

M.5.4.2 The standard has been met when the offeror:

M.5.4.2.1 The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.4; and

M.5.4.2.2 Provide a minimum of four (4) references from existing and/or previous clientele for whom the same type or similar type services have been provided for comparable activity. The reference information shall include the full name, title, company address, telephone number, fax number and e-mail address of the principal, owner or director of the company, organization or governmental entity along with the same information for the project manager plus the period of performance. CFSA shall have the right to contact the references provided along with any other references that CFSA may find regarding the offeror.

M.6 EVALUATION FACTORS

M.6.1 Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance. Offerors shall refer to Section L. for instructions regarding the format of the Technical Proposal

NUMBER	EVALUATION FACTORS	POINTS
1.	Experience in Medicaid Health and behavioral health services and Targeted Case Management, ability to review the district of Columbia Title IV-E State Plan, ability to rewrite the CFSA Cost Allocation Plan and redesign and implement the CFSA time study form.	30
2.	Technical Approach	25
3.	Management Approach	20
4.	Past Performance	15
5.	Price	10
	Total Points	100

M.6.1 Experience in Medicaid Health and behavioral health services and Targeted Case Management, ability to review the District of Columbia Title IV-E State Plan, District of Columbia Municipal Regulations, and all applicable Federal and state laws related to foster care and adoption assistance, and clearly identify areas that could be subject to amendments and modifications, clear knowledge in rewriting the Cost Allocation Plan (30 Points)

In evaluating the experience in Medicaid Health and behavioral health services and Targeted Case Management, ability to review the District of Columbia Title IV-E State Plan, and clearly identify areas that could be subject to amendments and modifications, clear knowledge in rewriting the Cost Allocation Plan, the District shall apply the following sub-factors:

M.6.1.1 The extent to which the Offeror (and any subcontractors, as applicable) possess specific experience in Medicaid Health and behavioral health services and Targeted Case Management as specified in C.4.

M.6.1.2 The extent to which the Offeror (and any subcontractors, as applicable) possess specific experience in reviewing and understanding the IV-E Foster Care and Adoption Assistance State Plan as specified in C.4.

M.6.1.3 The extent to which the Offeror (and any subcontractors, as applicable) possess specific experience in rewriting the CFSA Cost Allocation Plan as specified in C.4.

M.6.1.4 The extent to which the Offeror (and any subcontractors, as applicable) possess specific experience in redesigning and implementing the CFSA time study form and process for both CFSA employees and contractors as specified in C.4.

M.6.1.5 The extent to which the Offeror (and any subcontractors, as applicable) possess specific experience in developing database as specified in C.4.

M.6.2 Technical Approach Factor (25 Points)

In evaluating the technical and quality assurance quality control approach, the District shall apply the following sub-factors:

M.6.2.1 Technical

M.6.2.1.1 The extent to which Offerors provide a clear, concise, high probability for success work plan for meeting all of the tasks set forth in Section C (the work plan must describe in detail the path from preliminary assessment to completion of all task. It should address issues such as staffing, systems operations, meeting reporting requirements, training, corrective action plan;

M.6.2.1.2 The extent to which the proposed Prime Contractor demonstrates experience, knowledge, and understanding of CFSA requirements to maintain and develop Medicaid Health and behavioral health services and Targeted Case Management Services that they are being contracted to perform under this procurement (Experience, knowledge, and understanding should be demonstrated in each of the specific task areas identified in Section C of this RFP.);

- M.6.2.1.3** The extent to which proposed subcontractors, for the specific activities that they will conduct, demonstrates experience, knowledge and understanding of the task in this procurement.
- M.6.2.2 Quality Control/Quality Assurance**
- M.6.2.2.1** The extent to which the Prime Contractor's quality control/quality assurance plans is likely to ensure the workmanship in completing all tasks under Section C.
- M.6.2.2.2** The extent to which the Prime Contractor's quality control/quality assurance plan represents a proactive approach that will identify needs in a timely manner;
- M.6.3 Management Approach Factor (20 Points)**
- In evaluating the management approach, the District shall apply the following sub-factors:
- M.6.3.1** The extent to which the Prime Contractor's management plan demonstrates the ability to manage, rehabilitate and maintain all task listed under Section C.
- M.6.3.2** The extent to which the Prime Contractor's management plan demonstrates the ability to effectively manage the proposed subcontractors;
- M.6.3.3** The extent to which the management plan demonstrates the ability to control prices and reduce financial risks to the government;
- M.6.3.4** The extent to which the management plan demonstrates an adequate approach for ensuring the availability of staff and resources, over the term of the contract, for all task listed in Section C.
- M.6.3.5** The extent to which the management plan demonstrates a proactive management approach; and
- M.6.3.6** The adequacy of the Offeror's ability to attend project meetings on short notice.
- M.6.4 Past Performance Factor (15 Points)**
- The District shall evaluate the Offeror's past performance based upon the extent to which the Offeror demonstrates a successful track record in performing similar projects at a scale comparable to the requirements of this RFP. In evaluating the Past Performance, the District shall apply the following sub-Factors:
- M.6.4.1** The extent to which the Offeror (and any subcontractors, as applicable) possess adequate knowledge of the task specified in Section C.
- M.6.4.2** The relevance of past performance management experience examples provided by the Offeror;
- M.6.4.3** The quality of references provided by the identified contact personnel;

M.6.4.4 The extent to which personnel from the reference projects are proposed on this project; and

M.6.4.5 Feedback from contact references on the Offeror's performance on the project.

M.7 Price Factor (10 Points)

M.7.1 CFSA is requiring in that the Offeror s provide a Pricing Proposal that should include an Incentive Fee for revenue Generation from Title IV-E Unclaimed Case Review, fixed hourly rates for the labor categories and any other costs items such as incidentals, copying, couriers, etc. The proposed combination of the Incentive Fee and the fixed hourly rates shall be submitted for Pricing Proposal submissions. Further, the most advantageous combination of the Incentive Fee and fixed hurly rates shall be the basis for evaluation of Price Proposals.

M.7.1.1 The price evaluation will be objective. The offeror with the lowest rice will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 10 = \text{Evaluated price score}$$

*******END OF SECTION M*******